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**7. Damages (§ 18\*)—Remote Damages from Breach of Contract Not Recoverable.**—Damages which are so remote as not to be directly traceable to the breach of contract or attributable to some other intervening cause cannot be recovered.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 173.]

**8. Damages (§ 6\*)—Uncertainty as to Amount of Damages Does Not Bar All Recovery.**—When it is certain that substantial damages have been caused by breach of contract, though the true amount of such damages is uncertain, the person injured is not to be thereby deprived of all remedy, but can prove the nature of his contract, the circumstances surrounding and following its breach, and the consequences naturally and directly traceable thereto, and the jury can then, under proper instructions, determine the compensation to be awarded, which should be the value of the contract.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 183.]

**9. Principal and Agent (§ 41\*)—Evidence Held to Sustain Verdict for Loss of Profits by Salesman on Commission.**—In an action for breach of contract for sale by plaintiff of defendant's shoes on commission, evidence that the preceding year plaintiff had a similar contract with another manufacturer on which his commissions were \$3,000 held sufficient to sustain a verdict allowing \$2,600 for loss of probable profits from the contract with defendant.

[Ed. Note.—For other cases, see 5 Va.-W. Va. Enc. Dig. 302.]

Error to Circuit Court of City of Newport News.

Action by H. S. Owens & Son, a copartnership, against the Manss-Owens Company, a corporation. Judgment for plaintiff, and defendant brings error. Affirmed.

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HALL *v.* COMMONWEALTH.

Jan. 20, 1921.

[105 S. E. 551.]

**1. Municipal Corporations (§ 703 (4)\*)—Federal Employee Driving Government Mail Truck Amendable to State Speed Law on a Street.**—Acts 1916, c. 522, §§ 1, 8, and section 14, as amended by Acts 1918, c. 232, relating to speed of automobiles operated on public highways, is a valid exercise of the police power of the state, and does not conflict with Rev. St. U. S. §§ 161, 396, 3841, 3962, 3964, 3965 (U. S. Comp. St. §§ 235, 582, 7201, 7450, 7456, 7458), and Act March 1, 1884 (U. S. Comp. St. § 7457), relating to the duty of the Postmaster General as to post routes and fixing time schedules, and must be obeyed by postal employees transporting mail, particularly where a schedule

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

fixed does not require an employee driving an automobile truck to exceed the state speed limits on a street.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 188.]

**2. Municipal Corporations (§ 707\*)—Evidence Held to Show Government Truck Driver Not Required to Violate State Speed Law on Street.**—In a prosecution of one employed to drive a government mail truck for exceeding the state speed law limits on a city street, evidence held to show that the time schedule required by the Postmaster General did not required driving at a rate in excess of that allowed by state law.

Error to Circuit Court, Loudoun County.

L. H. Hall was fined for operating a government truck along public street at an unlawful rate of speed and brings error Affirmed.

*Hiram Smith* and *Henry R. Miller, Jr.*, of Richmond, for plaintiff in error.

*The Attorney General* and *Jno. R. Saunders*, of Richmond, for the commonwealth.

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BRADSHAW *v.* BOOTH.

Jan. 20, 1921.

[105 S. E. 555.]

**1. Judgment (§ 747 (3)\*)—Judgment in Action for Trespass Held Admissible to Show Possession but Not Title.**—In a proceeding under Acts 1912, c. 74, to fix boundaries where defendant was in actual possession of the land, a verdict and judgment recovered by the defendant against the plaintiff for trespass on the land was admissible to corroborate defendant's oral evidence of possession, and it was conclusive that he was in or entitled to possession but was inadmissible on the issue of title except as to adverse possession.

**2. Appeal and Error (§ 1056 (3)\*)—Exclusion of Evidence Held Harmless Where It Would Not Have Affected Result.**—In an action involving a boundary dispute, error in exclusion of the judgment in the trespass case to show defendant's possession was harmless where neither the judgment nor other evidence showed adverse possession for the time required.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 595.]

**3. Appeal and Error (§ 197 (7)\*)—Objection to Lack of Plea of Adverse Possession Must Be Made Below.**—In a boundary dispute, exclusion of evidence of defendant's possession for lack of pleading

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.